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**IN THE UNITED STATES DISTRICT COURT  
FOR THE  
NORTHERN MARIANA ISLANDS**

**LI YING HUA, LI ZHENG ZHE, and XU  
JING JI,**

**Plaintiffs,**

**vs.**

**JUNG JIN CORP., a CNMI corporation,  
ASIA ENTERPRISES, INC., a CNMI  
corporation, PARK HWA SUN, KIM  
HANG KWON, KSK CORPORATION, a  
CNMI corporation, and KIM KI SUNG,**

**Defendants.**

**Case No. CV 05-00019**

**ERRATA TO:  
OPPOSITION OF KSK  
CORPORATION AND KIM KI  
SUNG TO MOTION TO REOPEN  
JUDGMENT; SECOND MOTION  
TO AMEND VERIFIED  
COMPLAINT**

Date: Thursday, October 4, 2007

Time: 9:00 a.m.

Judge: Hon. Alex R. Munson,

Mr. Kim Ki Sung and KSK Corporation, by and through undersigned  
counsel of record, file the following errata to their Opposition to Motion to Reopen  
Judgment; Second Motion to Amend Verified Complaint filed on September 20, 2007.  
This errata corrects the Factual Background portion of the Motion, paragraphs 1- 18, only  
to insert the cites to record which were omitted in the original filing. Additionally this  
errata corrects page 5 line 20 where a portion of the text which should have included the  
cited to case law was inadvertently cut out of the text.

1 Respectfully submitted this 3<sup>rd</sup> day of October, 2007

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4 \_\_\_\_\_/s/\_\_\_\_\_  
Kelley M. Butcher  
5 Attorneys for KSK and Kim Ki Sung  
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1 Correction of the factual background is as follows:

2 1. KSK Corporation is CNMI Corporation. *See* Deposition of Kim Ki Sung  
3 (“KSK Depo”) Exhibit J. (Doc. #70)

4 2. Kim Ki Sung is not a shareholder of KSK Corporation. Nor is he an  
5 officer or director of that company. He is the manager of KSK and is responsible for the  
6 management of its day to day operations. *See* KSK and Kim Ki Sung’s Motion to Dismiss  
7 (“KSK Motion”) Exhibit B page 2 lines 2-8. (Doc # 49)

8 3. Kim Ki Sung has lent money to the defendants on a few occasions. He  
9 loaned Kim Hang Kwon \$100,000 so that Jung Jin Corporation (“Jung Jin”), the business  
10 owned by defendants Kim Hang Kwon and Park Hwa Sun (Mrs. Park), could continue to  
11 operate. Doc. #49 Exhibit B page 3 lines 13-17

12 4. As security for the loan, Mrs. Park used Welcome’s poker machines and  
13 laundry equipment as collateral. Mrs. Park agreed that if she could not make the  
14 payment, she would turn over the poker machines, along with the equipment in the  
15 laundromat, to KSK Corporation. *Id.* Lines 17-23

16 5. In or around December of 2005, Mrs. Park and Kim Hang Kwon told Mr.  
17 Kim that they could not repay the loans. To satisfy their debt, they transferred the poker  
18 machines and laundry equipment to KSK Corp., effective January 2006. *Id.* page 4 lines  
19 9-12

20 6. On or about December 30, 2005, Mrs. Park and Jung Jin Corporation  
21 subleased the premises, then occupied by Welcome Poker and Laundry, to Kim Sung Eun  
22 and her company, KSK Corp., for the remaining four years of the outstanding lease. *Id.*  
23 lines 19-23

1           7.       KSK Corporation began operating a laundry and poker facility under the  
2 name of Shany Two Poker and Laundry, and transferred the license to operate the poker  
3 machines into KSK's name.

4           8.       Some, but not all, of Welcome's employees, transferred to KSK after the  
5 equipment transfer. None of the employees transferring to KSK, however, claimed  
6 unpaid wages. Doc # 49. Exhibit J, page 5 at lines 1-2 and lines 10-14.

7           9.       Plaintiffs filed their Verified Complaint to collect unpaid wages from  
8 Defendant Jung Jin Corp. on June 22, 2005. See Doc #1.

9           10.      None of the Plaintiffs in this lawsuit ever worked for KSK. Doc # 70, page  
10 50 lines 17-18.

11          11.      No Plaintiff informed Kim Ki Sung or KSK Corporation of the filing. Doc  
12 # 49 Exhibit J page 5 lines 8-11.

13          12      No Plaintiff ever informed Kim Ki Sung or KSK Corporation of any wage  
14 claim. Id.

15          13      Neither Kim Ki Sung nor KSK Corporation were served with a copy of the  
16 complaint.

17          14.      Neither KSK nor Kim Ki Sung ever promised to pay Plaintiffs' wages. Doc  
18 #49 page 5, lines 15-19.

19          15.      In or about August of 2005, Kim Ki Sung learned from the Saipan Tribune  
20 that an employee of Jung Jin Corporation had filed a lawsuit alleging inappropriate sexual  
21 conduct, sexual harassment, and unpaid wages. Doc. #70 page 19 line 10 - page 20 line 12.  
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23          16.      Prior to the actual transfer of KSK assets, Kim Hang Kwon told Kim Ki  
Sung that Jung Jin employees had been paid all of their wages. Doc. #49 lines 15-18.

